

<b>SOLICITATION, OFFER AND AWARD</b>			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)			RATING		PAGE 1 OF 48 PAGES		
2. CONTRACT NUMBER		3. SOLICITATION NUMBER ED-IES-09-R-0006		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED		6. REQUISITION/PURCHASE NUMBER EDOIES-09-000075 EDOIES-09-000075		
7. ISSUED BY Contracts & Acquisitions Mgt., Group D US Dept of Education, 550 12th St SW - 7th Floor Washington DC 20202-4230			CODE CPOD		8. ADDRESS OFFER TO (If other than Item 7) Contracts & Acquisitions Mgt., Group D US Dept of Education, 550 12th St SW - 7th Floor Washington DC 20202-4230					
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".										
<b>SOLICITATION</b>										
9. Sealed offers in original and <u>7</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in _____ until <b>12:00 PM</b> local time <b>FEB 09, 2009</b> (Hour) (Date)										
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.										
10. FOR INFORMATION		A. NAME Lenox A. Coles Jr.			B. TELEPHONE (NO COLLECT CALLS) (202) 245-6297 (fax)			C. E-MAIL ADDRESS Lenox.Coles@ed.gov		
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<b>OFFER</b>										
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.										
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.										
13. DISCOUNT FOR PROMPT PAYMENT				10 CALENDAR DAYS (%)		20 CALENDAR DAYS (%)		30 CALENDAR DAYS (%)		CALENDAR DAYS (%)
(See Section I, Clause No. 52.232-8)										
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):				AMENDMENT NO.		DATE		AMENDMENT NO.		DATE
15A. NAME AND ADDRESS OF OFFEROR		CODE		FACILITY DUNS:		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)				
15B. TELEPHONE NUMBER		<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.				17. SIGNATURE		18. OFFER DATE		
<b>AWARD (To be completed by Government)</b>										
19. ACCEPTED AS TO ITEMS NUMBERED				20. AMOUNT		21. ACCOUNTING AND APPROPRIATION See Schedule				
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C 23004(c) ( ) <input type="checkbox"/> 41 U.S.C 253(c) ( )				23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)				ITEM		
24. ADMINISTERED BY				CODE		25. PAYMENT WILL BE MADE BY				
26. NAME OF CONTRACTING OFFICER (Type or print)				27. UNITED STATES OF AMERICA  (Signature of Contracting Officer)				28. AWARD DATE		

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice. (Must be fully completed by offeror)

# SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	INTEGRATED POSTSECONDARY EDUCATION DATA SYSTEM (IPEDS) IPEDS Web-based Data Collection and support Non-IT portion of Integrated Postsecondary Education Data System web-based data collection and support	1.00	SE		
0002	IPEDS Web-based Data Collection and support IT portion of Integrated Postsecondary Education Data System web-based data collection and support	1.00	SE		

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**SECTION B**  
**SUPPLIES OR SERVICES AND PRICES/COSTS**

**B. 1     216-70 AWARD FEE (APR 1984)**

The amount of award fee the Contractor earns, if any, is based on a subjective evaluation by the Government of the quality of the Contractor's performance in accordance with the award fee plan. The Government will determine the amount of award fee every 19 months beginning with the end of the 2009-2010 IPEDS data collection. The Fee Determination Official (FDO) will unilaterally determine the amount of award fee. The FDO's determination will be in writing to the Contractor and is not subject to the "Disputes" clause. The Government may unilaterally change the award fee plan at any time and will provide such changes in writing to the Contractor prior to the beginning of the applicable evaluation period. The Contractor may submit a voucher for the earned award fee. Available award fee not earned during one period does not carry over to subsequent periods.

**B. 2     301-8 ESTIMATED COST, BASE FEE AND AWARD FEE (APRIL 1984)**

(a) The estimated cost of this contract is . (b) The base fee is . (c) The award fee pool available for award for this contract is . (d) This contract will be modified to reflect the award fee awarded as award fee determinations are made.

**SECTION C**  
**DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

C. 1     302-2 SCOPE OF WORK (FEBRUARY 1985)

The contractor shall furnish all personnel, materials, services, and facilities necessary to perform the requirements set forth in the Statement of Work, Attachment A . This shall also be done in accordance with the specified General and Special Provisions and the contractor's final technical proposal, which are hereby incorporated by reference as a part of the contract.



**SECTION D**  
**PACKAGING AND MARKING**

D. 1 303-1 SHIPMENT AND MARKING (MARCH 1986)

(a) The contract number shall be placed on or adjacent to all exterior mailing or shipping labels of deliverable items called for by the contract. (b) Ship deliverable items to: (c) Mark deliverables for:

## **SECTION E**

### **INSPECTION AND ACCEPTANCE**

E. 1 304-1a INSPECTION AND ACCEPTANCE (APRIL 1984)

Pursuant to the inspection clause, Section I, final inspection and acceptance of all contracted items shall be made by the Contracting Officer. Inspection and acceptance will be performed at: To be determined

**SECTION F**  
**DELIVERIES OR PERFORMANCE**

F. 1     305-2 REPORT OF CONSULTANTS (MARCH 1986)

The contractor must maintain a written report for the files on the results of all consultations charged to this contract. This report must include, at a minimum: (1) the consultant's name, dates, hours and amount charged to the contract, (2) the names of the contractor or subcontractor staff to whom the services are provided, and (3) the results of the subject matter of the consultations.

F. 2     305-5 PERIOD OF PERFORMANCE (MARCH 1986)

Performance hereunder shall be completed within 18 months of the date of contract award, inclusive of all specified deliveries and/or task work.

F. 3     305-6 DELIVERABLES (MARCH 1986)

All deliverables shall be submitted in accordance with the kinds, quantities and dates indicated in the attached Statement of Work.

**SECTION G**  
**CONTRACT ADMINISTRATION DATA**

G. 1 306-1 INVOICE AND CONTRACT FINANCING REQUEST SUBMISSION (JAN 2007)

(A) The Government agrees to pay the Contractor, as complete compensation for all work and services performed and materials furnished under this contract those allowable costs defined in the contract clause entitled "ALLOWABLE COST AND PAYMENT" in an amount not to exceed the estimated costs specified in the contract. (B) The contractor shall submit invoices electronically as an attachment to a message to OCFOCAMINVOICING@ED.GOV. The subject area of the message shall contain the invoice number, contract number, and contract specialist's name. The electronic copy of the invoice shall be in a format that is supported by Microsoft Office (Microsoft Word or Excel), or Adobe Acrobat (.pdf). (C) The Contractor shall prepare invoices and contract financing requests in accordance with the attached billing instructions. (See )

G. 2 306-2 ADDITIONAL REQUIREMENTS FOR CONTROL OF GOVERNMENT PROPERTY (JANUARY 1989)

(A) The contractor shall request written authorization from the contracting officer before acquiring any contractually necessary property to which the Government will have title. The request shall include complete descriptions of all individual items which will exceed \$1,000 in cost, including:

- (a) a brief statement of function;
- (b) manufacturer and manufacturer's brand name, model or part number;
- (c) vendor and its proposed price;

(B) Management of government property in the possession of the contractor shall be in accordance with FAR Part 45. The contractor shall provide an annual report of total property acquisition cost, as required by FAR 45.505-14.

G. 3 306-8 CONTRACT ADMINISTRATOR (FEB 1985)

The Contractor shall designate one individual to be contacted during the period of the contract for prompt contract administration.

G. 4 306-9 PROVISIONAL AND NEGOTIATED FINAL OVERHEAD RATES (OCTOBER 1993)

(a) Pending the establishment of final indirect cost rates, as required by the clause entitled "Allowable Cost and Payment" FAR 52.216-7, the Contractor shall be reimbursed for its indirect costs on the basis of the negotiated provisional, or billing, rates as set forth below. Those rates shall remain in effect until the contract is modified to incorporate either negotiated final indirect rates, as directed by either paragraph (d) or (f) of the same clause, as applicable, or revised provisional indirect cost rates, as explained in paragraph (e). (b) The provisional overhead rate(s) applicable to this contract:

## SECTION H SPECIAL CONTRACT REQUIREMENTS

### H. 1 301-20 PROHIBITION OF DISCRIMINATION AGAINST INDIVIDUALS WITH DISABILITIES (FEB 1995)

The contractor shall comply with all applicable requirements of the Americans with Disabilities Act of 1990 including Section 302, which provides that:

"No individual shall be discriminated against on the basis of disability in the full and equal enjoyment of the goods, services, facilities, privileges, advantages, or accommodations of any place of public accommodation by any person who owns, leases (or leases to), or operates a place of public accommodation."

Failure to comply with the Americans with Disabilities Act of 1990, as amended, shall be considered a failure to comply with the terms of this contract.

### H. 2 306-17 THE SMALL BUSINESS SUBCONTRACTING PROGRAM (APRIL 2005)

The subcontracting plan submitted and approved by the Contracting Officer for this requirement is incorporated as Attachment

### H. 3 307-12 CONSENT TO SUBCONTRACT (AUGUST 1998)

Consent is hereby given to the contractor to subcontract with in the amount stated in its final proposal revision.

### H. 4 307-13 DEPARTMENT SECURITY REQUIREMENTS (JUNE 2006)

The Contractor and its subcontractors shall comply with Department Security policy requirements as set forth in: A. The Statement of Work of this contract; B. The Privacy Act of 1974 (P.L. 93-579, U.S.C. 552a); C. The U. S. Department of Education Handbook for Information Assurance Security Policy, OCIO-01 (March 2006); and D. The U.S. Department of Education Departmental Directive OM:5-101, "Contractor Employee Personnel Security Screenings." The Contractor may request copies of the above referenced documents by contacting the Contract Specialist via phone at or via e-mail at . Contractor employee positions required under this contract and their designated risk levels: High Risk (HR): Moderate Risk (MR): Low Risk (LR): All contractor employees must undergo personnel security screening if they will be employed for thirty (30) days or more, in accordance with Departmental Directive OM:5-101, "Contractor Employee Personnel Screenings." The type of screening and the timing of the screening will depend upon the nature of the contractor position, the type of data to be accessed, and the type of information technology (IT) system access required. Personnel security screenings will be commensurate with the risk and magnitude of harm the individual could cause. The contractor shall: - Ensure that all non-U.S. citizen contractor employees are lawful permanent residents of the United States or have appropriate work authorization documents as required by the Department of Homeland Security, Bureau of Immigration and Appeals, to work in the United States. - Ensure that no employees are assigned to High Risk designated positions prior to a completed preliminary screening. - Submit all required personnel security forms to the Contracting Officer's Representative (COR) within 24 hours of an assignment to a Department contract and ensure that the forms are complete. - Ensure that no contractor employee is placed in a higher risk position than that for which he or she was previously approved, without the approval of the Contracting Officer or his or her representative, the Department Personnel Security Officer, and the Computer Security Officer. - Ensure that all contractor employees occupying High Risk designated positions submit forms for reinvestigation every five (5) years for the duration of the contract or if there is a break in service to a Department contract of 365 days or more. - Report to the COR all instances of individuals seeking to obtain unauthorized access to any departmental IT system, or sensitive but unclassified and/or Privacy Act protected information. - Report to the COR any information that raises an issue as to whether a contractor employee's eligibility for continued employment or access to Department IT systems, or sensitive but unclassified and/or Privacy Act protected information, promotes the efficiency of the service or violates the public trust. - Withdraw from consideration under the contract any employee receiving an unfavorable adjudication determination. - Officially notify each contractor employee if he or she will no longer work on a Department contract. - Abide by the requirements in Departmental Directive OM:5-101, "Contractor Employee Personnel Screenings." Further information including definitions of terms used in this clause and a list of required investigative forms for each risk designation are contained in Departmental Directive OM:5-101, "Contractor Employee Personnel Screenings." Failure to comply with the contractor personnel security requirements may result in a termination of the contract for default.

### H. 5 307-14 COMPUTER SYSTEM DESIGN AND IMPLEMENTATION REQUIREMENTS (APRIL 1999)

1. System Development Standards Information systems shall be developed in accordance with the ED "Software Life Cycle Management and Documentation Manual". This manual covers all aspects of developing an information system. All phases of the system development process are covered, from definition of the requirements through post installation review. The standards address the manual

processes of collecting, processing and disseminating data as well as the automated functions. This process requires the preparation of a statement of requirements, assessment of alternative solution and cost/benefit analyses of these alternatives prior to preparation of system design specifications, programming/debugging and implementation of the system. 2. Project Documentation Plans In accordance with system development standards, the project documentation plan shall be revised at the completion of each critical phase of development and implementation. 3. Data Control and Validation All data must be key verified unless specified otherwise in the Statement of Work/Performance Work Statement. Also, unless specified otherwise in the Statement of Work/Performance Work Statement, data are acceptable if there is an error rate of less than 1% of the data elements. 4. Programming Language The contractor shall use the programming language specified in the Statement of Work/Performance Work Statement, or the programming language otherwise approved by the contracting officer. 5. System Documentation Computer systems/data bases developed under this contract shall be documented in accordance with the ED "Software Life Cycle Management and Documentation Manual". 6. Computer Software (a) All computer software development under this contract becomes the property of the U.S. Government. In addition, unless specifically exempted by the Contracting Officer, all computer software used by the Contractor on this contract must be delivered to the Government without limitation on the rights of usage and with sufficient documentation to permit the Government to modify and enhance the software with the assistance of the Contractor. 7. Government Furnished Documents Copies of the ED "Software Life Cycle Management and Documentation Manual" will be furnished on request. Telephone requests should be directed to at Telephone Number . Written requests should be directed to the following address: 8. Federal Information Processing Standards (FIPS) A list of all applicable FIPS is attached. The FIPS publications can be accessed from the following web-site (FIPS Home Page): <http://www.nist.gov/itl/div897/pubs/index.htm>. These publications may also be ordered from the National Technical Information Service (NTIS), U.S. Department of Commerce; Springfield, VA; Telephone: 1-800-553-NTIS (6847) or 703-605-6000.

#### H. 6 307-15 WITHHOLDING OF CONTRACT PAYMENTS - SECURITY (JUN 2006)

Notwithstanding any other payment provisions of this contract, failure of the contractor to submit required forms, responses or reports when due; failure to perform or deliver required work, supplies, or services; or, failure to meet any of the requirements of the contract, to include all requirements as specified in Clause 307-13 Department Security Requirements, will result in the withholding of payments under this contract in such amounts as the contracting officer deems appropriate, unless the failure arises out of causes beyond the control, and without the fault of negligence, of the contractor, as defined by the clause entitled "Excusable Delays or Default", as applicable. The Government shall promptly notify the contractor of its intention to withhold payment of any invoice or voucher submitted. Payment will be withheld until the failure is cured, a new delivery schedule is agreed upon, or payment is made as part of a termination settlement.

#### H. 7 307-17 CONFLICT OF INTEREST (AUG 2007)

(A) The contractor, subcontractor, employee or consultant, has certified that, to the best of their knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational or personal conflict of interest, (see FAR Subpart 9.5 for organizational conflicts of interest), (or apparent conflict of interest) for the organization or any of its staff, and that the contractor, subcontractor, employee or consultant has disclosed all such relevant information if such a conflict of interest appears to exist to a reasonable person with knowledge of the relevant facts (or if such a person would question the impartiality of the contractor, subcontractor, employee or consultant). Conflicts may arise in the following situations:

1. Unequal access to information - a potential contractor, subcontractor, employee or consultant has access to non-public information through its performance on a government contract.
2. Biased ground rules - a potential contractor, subcontractor, employee or consultant has worked, in one government contract, or program, on the basic structure or ground rules of another government contract,
3. Impaired objectivity - a potential contractor, subcontractor, employee or consultant, or member of their immediate family (spouse, parent or child) has financial or other interests that would impair, or give the appearance of impairing, impartial judgment in the evaluation of government programs, in offering advice or recommendations to the government, or in providing technical assistance or other services to recipients of Federal funds as part of its contractual responsibility. "Impaired objectivity" includes but is not limited to the following situations that would cause a reasonable person with knowledge of the relevant facts to question a person's objectivity:
  - financial interests or reasonably foreseeable financial interests in or in connection with products, property, or services that may be purchased by an educational agency, a person, organization, or institution in the course of implementing any program administered by the Department;
  - significant connections to teaching methodologies that might require or encourage the use of specific products, property or services; or
  - significant identification with pedagogical or philosophical viewpoints that might require or encourage the use of a specific curriculum, specific products, property or services.
 Offerors must provide the disclosure described above on any actual or potential conflict (or apparent conflict of interest) of interest regardless of their opinion that such a conflict or potential conflict (or apparent conflict of interest) would not impair their objectivity. In a case in which an actual or potential conflict (or apparent conflict of interest) is disclosed, the Department will take appropriate actions to eliminate or address the actual or potential conflict (or apparent conflict of interest), including but not limited to mitigating or neutralizing the conflict,

when appropriate, through such means as ensuring a balance of views, disclosure with the appropriate disclaimers, or by restricting or modifying the work to be performed to avoid or reduce the conflict. In this clause, the term "potential conflict" means reasonably foreseeable conflict of interest.

(B) The contractor, subcontractor, employee or consultant agrees that if "impaired objectivity", or an actual or potential conflict of interest (or apparent conflict of interest) is discovered after the award is made, it will make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions that the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict (or apparent conflict of interest).

(C) Remedies - The Government may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid the appearance of a conflict of interest. If the Contractor was aware of a potential conflict of interest prior to award or discovered an actual or potential conflict (or apparent conflict of interest) after award and did not disclose or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for default, or pursue such other remedies as may be permitted by law or this contract. These remedies include imprisonment for up to five years for violation of Title 18, U.S. Code, Section 1001 and fines of up to \$5000 for violation of Title 31, U.S. Code, Section 3802. Further remedies include suspension or debarment from contracting with the federal government. The Contractor may also be required to reimburse the Department for costs the Department incurs arising from activities related to conflicts of interest. An example of such costs would be those incurred in processing Freedom of Information Act requests related to a conflict of interest.

(D) In cases where remedies short of termination have been applied, the contractor, subcontractor, employee or consultant agrees to eliminate the organizational conflict of interest, or mitigate it to the satisfaction of the Contracting Officer.

(E) The Contractor further agrees to insert in any subcontract or consultant agreement hereunder, provisions which shall conform substantially to the language of this clause, including specific mention of potential remedies and this paragraph (E).

#### H. 8 307-19 REDACTED PROPOSALS (DECEMBER 1998)

The contractor shall provide a redacted copy of its successful technical proposal to the Contracting Officer within five (5) days after contract award. The redacted proposal shall be suitable for release by the Government under a Freedom of Information Act (FOIA) request. The redacted proposal shall be submitted in an electronic format that is readable by Microsoft Office applications.

#### H. 9 307-2 KEY PERSONNEL DESIGNATION (MARCH 1985)

In accordance with the contract clause entitled "Key Personnel", the following key personnel are considered to be essential to the work being performed:

#### H. 10 307-3 DUAL COMPENSATION (MARCH 1985)

If a project staff member, subcontractor, or consultant is involved in two or more projects, at least one of which is supported by Federal funds, he/she may not be compensated for more than 100 percent of his/her time during any part of the period of dual involvement. That is, an individual is prohibited from receiving double payment for any given period of work.

#### H. 11 307-5 PAYMENT OF TRAVEL EXPENSES AND FEES FOR ED EMPLOYEES (MARCH 1985)

The Contractor shall not use any contract funds, or funds from other sources, to pay the travel expenses of, or a fee to, ED employees for lectures, attending program functions, or any other activities in connection with this contract.

#### H. 12 307-7a PUBLICATION AND AUDIO-VISUAL PRODUCTION (MAY 1997)

Except as provided below, neither the development or production of any publication or audiovisual product is authorized.

In the event that development or production of any publication or audiovisual product subsequently becomes a contract requirement (expressed or implied), the contractor shall obtain approval in writing from the Contracting Officer. Until the contractor obtains such Contracting Officer approval, no costs for development or production of the publication or audiovisual product shall be allowable.

The following items are excepted from the approval requirements of this clause:

1. Up to 50 copies of progress and final reports.

The Contractor shall ensure that any publication or audiovisual product developed or produced under this contract is compatible with the Department of Education's responsibilities under the Sections 504 and 508 of the Rehabilitation Act of 1973, 29 U.S.C. 794 and 794d, as amended, to ensure the accessibility of its programs and activities to individuals with disabilities.

The contractor shall not distribute or release to the public any publication or audiovisual product

developed or produced under this contract without written authorization of the Contracting Officer. To obtain this authorization, the contractor shall submit 2 copies of the publication or audiovisual product to the Contracting Officer. Since the Contracting Officer must obtain internal public affairs or other clearances, the Contractor should plan at least 45 days to obtain authorization from the Contracting Officer.

Except as may be provided elsewhere, the contractor may develop and produce at its own expense, results of work under this contract (see Publication and Publicity).

#### H. 13 307-7b PUBLICATION AND AUDIO-VISUAL PRODUCTION (MAY 1997)

Except as provided below, neither the development or production of any publication or audiovisual product is authorized. In the event that development or production of any publication or audiovisual product subsequently becomes a contract requirement (expressed or implied), the contractor shall obtain approval in writing from the Contracting Officer. Until the contractor obtains such Contracting Officer approval, no costs for development or production of the publication or audiovisual product shall be allowable. The following items are excepted from the approval requirements of this clause: 1. Up to 50 copies of progress and final reports. The Contractor shall ensure that any publication or audiovisual product developed or produced under this contract is compatible with the Department of Education's responsibilities under the Sections 504 and 508 of the Rehabilitation Act of 1973, 29 U.S.C. 794 and 794d, as amended, to ensure the accessibility of its programs and activities to individuals with disabilities. The contractor shall not distribute or release to the public any publication or audiovisual product developed or produced under this contract without written authorization of the Contracting Officer. To obtain this authorization, the contractor shall submit 2 copies of the publication or audiovisual product to the Contracting Officer. Since the Contracting Officer must obtain internal public affairs or other clearances, the Contractor should plan at least 45 days to obtain authorization from the Contracting Officer. The following items are approved for development or production: Except as may be provided elsewhere, the contractor may develop and produce at its own expense, results of work under this contract (see Publication and Publicity).

#### H. 14 307-7c PUBLICATION AND AUDIO-VISUAL PRODUCTION (MAY 1997)

Except as provided below, neither the development or production of any publication or audiovisual product is authorized.

In the event that development or production of any publication or audiovisual product subsequently becomes a contract requirement (expressed or implied), the contractor shall obtain approval in writing from the Contracting Officer. Until the contractor obtains such Contracting Officer approval, no costs for development or production of the publication or audiovisual product shall be allowable.

The following items are excepted from the approval

requirements of this clause:

1. Up to 50 copies of progress and final reports.

The Contractor shall ensure that any publication or audiovisual product developed or produced under this contract is compatible with the Department of Education's responsibilities under the Sections 504 and 508 of the Rehabilitation Act of 1973, 29 U.S.C. 794 and 794d, as amended, to ensure the accessibility of its programs



and activities to individuals with disabilities.

The contractor shall not distribute or release to the public any

publication or audiovisual product developed or produced under this contract without written authorization of the Contracting Officer.

To obtain this authorization, the contractor shall submit 2 copies of the publication or audiovisual product to the Contracting Officer. Since the Contracting Officer must obtain internal public affairs or other clearances, the Contractor should plan at least 45 days to obtain authorization from the Contracting Officer.

Approvals yet to be granted include (but are not necessarily limited to) the following:

Except as may be provided elsewhere, the contractor may develop and produce at its own expense, results of work under this contract (see Publication and Publicity).

H. 15 307-8 PAYMENT OF PRINTING TO BE PERFORMED BY THE GOVERNMENT PRINTING OFFICE (APRIL 1992)

The General Provisions of this contract set forth the Department's policy regarding printing to be performed in order to meet the terms of the contract. Should the services of the Government Printing Office (GPO) be required, the contractor shall request to the Department of Education to requisition those, subject to the contractor's provision of a completed SF-1, Printing and Binding Requisition to the Public Printer. Payment to the GPO shall be made directly by the Department and charged to the Contract.

H. 16 316-1 ACCESSIBILITY OF SOFTWARE (OCTOBER 1999)

The Department of Education (ED) considers universal accessibility to information a priority for all its employees and external customers, including individuals with disabilities. Under Sections 504 and 508 of the Rehabilitation Act of 1973 (29 U.S.C. sections 794 and 794d, as amended), ED must ensure the accessibility of its programs and activities, specifically its obligation to acquire and use accessible electronic and information technology. ED maintains the manual, "Requirements for Accessible Software Design," to convey the accessibility

needs of the Department to the developers and suppliers of computer applications. To comply with the provisions of this clause, the contractor may use the edition of the ED manual

"Requirements for Accessible Software Design" in effect at the date of award of this contract or any more recent edition. A copy of the most recent edition of the manual may be found at <http://www.ed.gov/fund/contract/apply/clibrary/software.html>

(a) Software delivered to or developed for ED--Except as provided in paragraph (b) or (c) of this clause, all software delivered to or developed for ED, under this contract, for use by ED's employees or external customers must meet all the requirements of the ED manual

"Requirements for Accessible Software Design." However, in accordance with paragraph (c) of this clause, the contracting officer may waive a particular requirement of the ED Manual, provided that ED's use of the software will meet the requirements of Sections 504 and 508 of the Rehabilitation Act of 1973 (29 U.S.C. sections 794 and 794d, as amended).

(b) Software enhanced or modified for ED--Any enhancements and other modifications, made under this contract to software for use by ED's employees or external customers, are subject to the requirements of paragraph (a) of this clause, regardless of where or how the software was first developed. Except as otherwise specified elsewhere in the contract schedule, the contractor is only required to ensure that enhancements or modifications (not other, preexisting features or components) of the software fully comply with the accessibility requirements of paragraph (a). However, the contractor is encouraged point out any preexisting features or components that do not meet accessibility requirements and to suggest solutions to ensure the software complies.

(c) Waiver of requirements--It is recognized that new technologies may provide solutions that are not envisioned in or consistent with the provisions of the manual "Requirements for Accessible Software Design." Also, compliance with certain requirements of the manual may not be feasible for the particular software required. In such extraordinary circumstances, the contracting officer may grant a waiver, in writing, to any requirement of the manual or of this clause if it furthers a public interest of ED and will not significantly impair ED's ability to ensure accessibility of its programs and activities to all its employees and external customers, including individuals with disabilities. To request a waiver, the contractor shall notify the contracting officer in writing, listing the specific accessibility requirements that would not be met and explaining how the accessibility of a particular feature can be achieved by alternative means or why it is not feasible to make a feature of the software accessible.

(d) Condition of payment--The contractor agrees that compliance with the provisions of this clause upon delivery of the software to ED is a condition of payment under this contract.

#### H. 17 317-1 ACCOMMODATION/ACCESSIBILITY FOR THE DISABLED (OCTOBER 1999)

The acquisition and management of Federal Information Processing (FIP) resources shall be conducted in a manner that ensures access to computer and telecommunications products and services by all individuals, both federal employees and the public sector, including individuals with disabilities. The acquisition,

management and utilization of FIP resources are subject to the computer accommodation and information accessibility for individuals with disabilities contained in Section 508 of the the Workforce Investment Act of 1998, P.L. 105-220; Telecommunications Act of 1996, P.L. 104-104 February 1996,

110 Stat. 56; and in the Telecommunications Accessibility Enhancement Act, P.L. 100-542 October 1988.

FIP resources required under this contract include computer accommodation and information accessibility where the goal is to ensure full access, integration, and continuity of support to all individuals, including individuals with disabilities.

"Computer accommodation" means the acquisition or modification of FIP resources to minimize the functional limitations of individuals with disabilities so as to promote productivity and provide access to work-related or public information resources. "Individuals with disabilities" are individuals with limitations of vision, hearing, speech and/or mobility. The contractor shall ensure that FIP resources are equally provided to all individuals, including individuals with disabilities.

H. 18 3452.227-70 PUBLICATION AND PUBLICITY (AUG 1987)

(a) Unless otherwise specified in this contract, the contractor is encouraged to publish and otherwise promote the results of its work under this contract. A copy of each article or work submitted by the contractor for publication shall be promptly sent to the Contracting Officer's Technical Representative. The contractor shall also inform the representative when the article or work is published and furnish a copy in the published form. (b) The contractor shall acknowledge the support of the Department of Education in publicizing the work under this contract in any medium. This acknowledgment shall read substantially as follows: "This project has been funded at least in part with Federal funds from the U.S. Department of Education under contract number . The content of this publication does not necessarily reflect the views or policies of the U.S. Department of Education nor does mention of trade names, commercial products, or organizations imply endorsement by the U.S. Government."

H. 19 3452.242-72 WITHHOLDING OF CONTRACT PAYMENTS (AUG 1987)

Notwithstanding any other payment provisions of this contract, failure of the contractor to submit required reports when due or failure to perform or deliver required work, supplies, or services, or failure to meet any of the requirements of the contract, will result in the withholding of payments under this contract in such amounts as the contracting officer deems appropriate, unless the failure arises out of causes beyond the control, and without the fault of negligence, of the contractor, as defined by the clause entitled "Excusable Delays" or "Default", as applicable. The Government shall promptly notify the contractor of its intention to withhold payment of any invoice or voucher submitted. Payment will be withheld until the failure is cured, a new delivery schedule is agreed upon, or payment is made as part of a termination settlement.

H. 20 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (DEC 2007)

(a) Definition.

"United States," as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) Code of business ethics and conduct.

(1) Within 30 days after contract award, unless the Contracting Officer establishes a longer time period, the Contractor shall--

(i) Have a written code of business ethics and conduct; and

(ii) Provide a copy of the code to each employee engaged in performance of the contract.

(2) The Contractor shall promote compliance with its code of business ethics and conduct.

(c) Awareness program and internal control system for other than small businesses. This paragraph (c) does not apply if the Contractor has represented itself as a small business concern pursuant to the award of this contract. The Contractor shall establish within 90 days after contract award, unless the Contracting Officer establishes a longer time period--

(1) An ongoing business ethics and business conduct awareness program; and

- (2) An internal control system.
- (i) The Contractor's internal control system shall--
- (A) Facilitate timely discovery of improper conduct in connection with Government contracts; and
- (B) Ensure corrective measures are promptly instituted and carried out.
- (ii) For example, the Contractor's internal control system should provide for--
- (A) Periodic reviews of company business practices, procedures, policies, and internal controls for compliance with the Contractor's code of business ethics and conduct and the special requirements of Government contracting;
- (B) An internal reporting mechanism, such as a hotline, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports;
- (C) Internal and/or external audits, as appropriate; and
- (D) Disciplinary action for improper conduct.
- (d) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts that have a value in excess of \$5,000,000 and a performance period of more than 120 days, except when the subcontract--
- (1) Is for the acquisition of a commercial item; or
- (2) Is performed entirely outside the United States.

(End of clause)

H. 21 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days of contract expiration

(End of Clause)

H. 22 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 7 months of the end of the contract provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 240 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months

(End of Clause)

H. 23 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION (OCT 2003)

(a) "Method of payment."

(1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) "Contractor's EFT information." The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) "Mechanisms for EFT payment." The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) "Suspension of payment." If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) "Liability for uncompleted or erroneous transfers."

(1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

- (i) Making a correct payment;
- (ii) Paying any prompt payment penalty due; and
- (iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(f) "EFT and prompt payment." A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) "EFT and assignment of claims." If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in the CCR database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims pursuant to Subpart 32.8, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) "Liability for change of EFT information by financial agent." The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(i) "Payment information." The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

(End of Clause)

#### H. 24 52.234-4 EARNED VALUE MANAGEMENT SYSTEM (JUL 2006)

(a) The Contractor shall use an earned value management system (EVMS) that has been determined by the Cognizant Federal Agency (CFA) to be compliant with the guidelines in ANSI/EIA Standard - 748 (current version at the time of award) to manage this contract. If the Contractor's current EVMS has not been determined compliant at the time of award, see paragraph (b) of this clause. The Contractor shall submit reports in accordance with the requirements of this contract.

(b) If, at the time of award, the Contractor's EVMS System has not been determined by the CFA as complying with EVMS guidelines or the Contractor does not have an existing cost/schedule control system that is compliant with the guidelines in ANSI/EIA Standard--748 (current version at time of award), the Contractor shall--

(1) Apply the current system to the contract; and

(2) Take necessary actions to meet the milestones in the Contractor's EVMS plan approved by the Contracting Officer.

(c) The Government will conduct an Integrated Baseline Review (IBR). If a pre-award IBR has not been conducted, a post award IBR shall be conducted as early as practicable after contract award.

(d) The Contracting Officer may require an IBR at--

- (1) Exercise of significant options; or
- (2) Incorporation of major modifications.

(e) Unless a waiver is granted by the CFA, Contractor proposed EVMS changes require approval of the CFA prior to implementation. The CFA will advise the Contractor of the acceptability of such changes within 30 calendar days after receipt of the notice of proposed changes from the Contractor. If the advance approval requirements are waived by the CFA, the Contractor shall disclose EVMS changes to the CFA at least 14 calendar days prior to the effective date of implementation.

(f) The Contractor shall provide access to all pertinent records and data requested by the Contracting Officer or a duly authorized representative as necessary to permit Government surveillance to ensure that the EVMS conforms, and continues to conform, with the performance criteria referenced in paragraph (a) of this clause.

(g) The Contractor shall require the subcontractors specified below to comply with the requirements of this clause:

---

(End of clause)

#### H. 25 52.239-1 PRIVACY OR SECURITY SAFEGUARDS (AUG 1996)

(a) The Contractor shall not publish or disclose in any manner, without the Contracting Officer's written consent, the details of any safeguards either designed or developed by the Contractor under this contract or otherwise provided by the Government.

(b) To the extent required to carry out a program of inspection to safeguard against threats and hazards to the security, integrity, and confidentiality of Government data, the Contractor shall afford the Government access to the Contractor's facilities, installations, technical capabilities, operations, documentation, records, and databases.

(c) If new or unanticipated threats or hazards are discovered by either the Government or the Contractor, or if existing safeguards have ceased to function, the discoverer shall immediately bring the situation to the attention of the other party.

(End of Clause)

#### H. 26 DURATION OF NCES CONTRACTS

##### DURATION OF NCES CONTRACTS

(a) In accordance with P.L. 107-279, The Government reserves the right to negotiate and award up to an additional five years to the contract without re-competition. This right shall expire, if not exercised, 90 days after the end of the period of performance.

(b) If the Government exercises this right, the contractor agrees to negotiate in good faith, and to include fair and reasonable prices in its proposal.

(c) This right does not commit the Government to an extension.

## SECTION I CONTRACT CLAUSES

I. 1 3452.202-1 DEFINITIONS (AUG 1987)

(Reference 3452.202-1)

I. 2 3452.208-70 PRINTING (AUG 1987)

(Reference 3452.208-70)

(The following clause shall apply to cost reimbursement contracts with nonprofit organizations other than educational institutions, hospitals, or organizations listed in Attachment C to OMB Circular A-122.)

I. 3 3452.216-70 ADDITIONAL COST PRINCIPLES (AUG 1987)

(Reference 3452.216-70)

I. 4 3452.227-70 PUBLICATION AND PUBLICITY (AUG 1987)

(Reference 3452.227-70)

I. 5 3452.227-71 PAPERWORK REDUCTION ACT (AUG 1987)

(Reference 3452.227-71)

I. 6 3452.227-72 ADVERTISING OF AWARDS (AUG 1987)

(Reference 3452.227-72)

I. 7 3452.228-70 REQUIRED INSURANCE (AUG 1987)

(Reference 3452.228-70)

I. 8 3452.237-71 SERVICES OF CONSULTANTS (AUG 1987)

(Reference 3452.237-71)

I. 9 3452.242-70 LITIGATION AND CLAIMS (AUG 1987)

(Reference 3452.242-70)

I. 10 3452.242-71 NOTICE TO THE GOVERNMENT OF DELAYS (AUG 1987)

(Reference 3452.242-71)

I. 11 3452.242-72 WITHHOLDING OF CONTRACT PAYMENTS (AUG 1987)

(Reference 3452.242-72)

I. 12 3452.242-73 ACCESSIBILITY OF MEETINGS, CONFERENCES, AND SEMINARS TO PERSONS WITH DISABILITIES

(Reference 3452.242-73)

I. 13 3452.243-70 KEY PERSONNEL (AUG 1987)

(Reference 3452.243-70)

I. 14 3452.247-70 FOREIGN TRAVEL (AUG 1987)

(Reference 3452.247-70)

I. 15 52.202-1 DEFINITIONS (JUL 2004)

(Reference 52.202-1)

I. 16 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

(Reference 52.203-10)

I. 17 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2007)

(Reference 52.203-12)

I. 18 52.203-3 GRATUITIES (APR 1984)

(Reference 52.203-3)

I. 19 52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984)

(Reference 52.203-5)

I. 20 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006)

(Reference 52.203-6)

I. 21 52.203-7 ANTI-KICKBACK PROCEDURES (JUL 1995)

(Reference 52.203-7)

I. 22 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

(Reference 52.203-8)

I. 23 52.204-2 SECURITY REQUIREMENTS (AUG 1996)

(Reference 52.204-2)

I. 24 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)

(Reference 52.204-4)

I. 25 52.204-7 CENTRAL CONTRACTOR REGISTRATION (APR 2008)

(Reference 52.204-7)

I. 26 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (SEP 2006)

(Reference 52.209-6)

I. 27 52.215-12 SUBCONTRACTOR COST OR PRICING DATA (OCT 1997)

(Reference 52.215-12)

I. 28 52.215-13 SUBCONTRACTOR COST OR PRICING DATA--MODIFICATIONS (OCT 1997)

(Reference 52.215-13)

I. 29 52.215-2 AUDIT AND RECORDS--NEGOTIATION (JUN 1999)

(Reference 52.215-2)

I. 30 52.215-2 II AUDIT AND RECORDS--NEGOTIATION (JUN 1999)--ALTERNATE II (APR 1998)



(Reference 52.215-2 II)

I. 31 52.216-11 COST CONTRACT--NO FEE (APR 1984)

(Reference 52.216-11)

I. 32 52.216-7 ALLOWABLE COST AND PAYMENT (DEC 2002)

(Reference 52.216-7)

I. 33 52.216-8 FIXED FEE (MAR 1997)

(Reference 52.216-8)

I. 34 52.219-14 LIMITATIONS ON SUBCONTRACTING (DEC 1996)

(Reference 52.219-14)

I. 35 52.219-16 LIQUIDATED DAMAGES--SUBCONTRACTING PLAN (JAN 1999)

(Reference 52.219-16)

I. 36 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (MAY 2004)

(Reference 52.219-8)

I. 37 52.219-9 II SMALL BUSINESS SUBCONTRACTING PLAN (APR 2008)--ALTERNATE II (OCT 2001)

(Reference 52.219-9 II)

I. 38 52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

(Reference 52.222-2)

I. 39 52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT--OVERTIME COMPENSATION (JUL 2005)

(Reference 52.222-4)

I. 40 52.223-14 TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)

(Reference 52.223-14)

I. 41 52.224-1 PRIVACY ACT NOTIFICATION (APR 1984)

(Reference 52.224-1)

I. 42 52.227-1 AUTHORIZATION AND CONSENT (DEC 2007)

(Reference 52.227-1)

I. 43 52.227-1 I AUTHORIZATION AND CONSENT (DEC 2007)--ALTERNATE I (APR 1984)

(Reference 52.227-1 I)

I. 44 52.227-17 RIGHTS IN DATA--SPECIAL WORKS (DEC 2007)

(Reference 52.227-17)

I. 45 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT ONFRINGEMENT (DEC 2007)

(Reference 52.227-2)

I. 46 52.227-23 RIGHTS TO PROPOSAL DATA (TECHNICAL) (JUN 1987)

(Reference 52.227-23)

I. 47 52.229-3 FEDERAL, STATE, AND LOCAL TAXES (APR 2003)

(Reference 52.229-3)

I. 48 52.229-4 FEDERAL, STATE, AND LOCAL TAXES (STATE AND LOCAL ADJUSTMENTS) (APR 2003)

(Reference 52.229-4)

(The following clause shall apply if the contract is subject to full CAS coverage.)

I. 49 52.230-2 COST ACCOUNTING STANDARDS (APR 1998)

(Reference 52.230-2)

(The following clause shall apply if the contract is subject to modified CAS coverage.)

I. 50 52.230-3 DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES (APR 1998)

(Reference 52.230-3)

(The following clause shall apply if the contract is subject to CAS coverage and is being performed by an educational institution.)

I. 51 52.230-5 COST ACCOUNTING STANDARDS--EDUCATIONAL INSTITUTION (APR 1998)

(Reference 52.230-5)

I. 52 52.230-6 ADMINISTRATION OF COST ACCOUNTING STANDARDS (MAR 2008)

(Reference 52.230-6)

I. 53 52.232-17 INTEREST (JUN 1996)

(Reference 52.232-17)

I. 54 52.232-20 LIMITATION OF COST (APR 1984)

(Reference 52.232-20)

I. 55 52.232-25 I PROMPT PAYMENT (OCT 2003)--ALTERNATE I (FEB 2002)

(Reference 52.232-25 I)

I. 56 52.233-1 I DISPUTES (JUL 2002)--ALTERNATE I (DEC 1991)

(Reference 52.233-1 I)

I. 57 52.233-3 I PROTEST AFTER AWARD (AUG 1996)--ALTERNATE I (JUN 1985)

(Reference 52.233-3 I)

I. 58 52.237-3 CONTINUITY OF SERVICES (JAN 1991)

(Reference 52.237-3)

I. 59 52.242-13 BANKRUPTCY (JUL 1995)

(Reference 52.242-13)

I. 60 52.242-15 I STOP-WORK ORDER (AUG 1989)--ALTERNATE I (APR 1984)

(Reference 52.242-15 I)

I. 61 52.242-3 PENALTIES FOR UNALLOWABLE COSTS (MAR 2001)

(Reference 52.242-3)

I. 62 52.243-2 I CHANGES--COST-REIMBURSEMENT (AUG 1987)--ALTERNATE I (APR 1984)

(Reference 52.243-2 I)

I. 63 52.243-7 NOTIFICATION OF CHANGES (APR 1984)

(Reference 52.243-7)

I. 64 52.244-2 I SUBCONTRACTS (JUN 2007)--ALTERNATE I (JUN 2007)

(Reference 52.244-2 I)

I. 65 52.244-5 COMPETITION IN SUBCONTRACTING (DEC 1996)

(Reference 52.244-5)

I. 66 52.245-1 GOVERNMENT PROPERTY (JUN 2007)

(Reference 52.245-1)

I. 67 52.246-16 RESPONSIBILITY FOR SUPPLIES (APR 1984)

(Reference 52.246-16)

I. 68 52.246-23 LIMITATION OF LIABILITY (FEB 1997)

(Reference 52.246-23)

I. 69 52.246-24 LIMITATION OF LIABILITY--HIGH-VALUE ITEMS (FEB 1997)

(Reference 52.246-24)

I. 70 52.246-24 I LIMITATION OF LIABILITY--HIGH-VALUE ITEMS (FEB 1997)--ALTERNATE I (APR 1984)

(Reference 52.246-24 I)

I. 71 52.246-25 LIMITATION OF LIABILITY--SERVICES (FEB 1997)

(Reference 52.246-25)

I. 72 52.246-5 INSPECTION OF SERVICES--COST-REIMBURSEMENT (APR 1984)

(Reference 52.246-5)

(The following clause shall apply if designated.)

I. 73 52.247-34 F.O.B. DESTINATION (NOV 1991)

(Reference 52.247-34)

I. 74 52.247-63 PREFERENCE FOR U.S.-FLAG AIR CARRIERS (JUN 2003)

(Reference 52.247-63)

I. 75 52.248-1 I VALUE ENGINEERING (FEB 2000)--ALTERNATE I (APR 1984)

(Reference 52.248-1 I)

I. 76 52.249-6 TERMINATION (COST-REIMBURSEMENT) (MAY 2004)

(Reference 52.249-6)

I. 77 52.249-6 II TERMINATION (COST-REIMBURSEMENT) (MAY 2004)--ALTERNATE II (SEP 1996)

(Reference 52.249-6 II)

I. 78 52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)

(Reference 52.249-8)

I. 79 52.249-9 DEFAULT (FIXED-PRICE RESEARCH AND DEVELOPMENT) (APR 1984)

(Reference 52.249-9)

I. 80 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):  
www.arnet.gov

(End of Clause)

I. 81 52.252-2a CLAUSES INCORPORATED BY REFERENCE (MAY 2001)

The addresses referred to in clause 52.252-2 for electronic access to the full text of clauses are:  
<http://www.acquisition.gov/far/index.html> for FAR clauses and  
<http://www.ed.gov/policy/fund/reg/clibrary/edar.html> for EDAR clauses.

I. 82 52.215-14 INTEGRITY OF UNIT PRICES (OCT 1997)

(Reference 52.215-14)

**SECTION J**  
**LIST OF ATTACHMENTS**

J. 1     309-1a LIST OF ATTACHMENTS (APRIL 1984)

Attachment A -- Statement of Work (attached)    Attachment B - Quality Assurance Surveillance Plan  
(attached)    Attachment C - Security Risk Levels (attached)

**SECTION K**  
**REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS**

K. 1 310-1 REPRESENTATION AUTHORITY (JANUARY 2005)

Based on a FAR change, specifically in reference to FAR clauses 52.204-8, Annual Representations and Certifications, and 52.212-3, Offeror Representations and Certifications - Commercial Items, vendors are required to use the Online Representations and Certifications Application (ORCA), a new, web-based, Federal Integrated Acquisition Environment (IAE) initiative that centralizes and standardizes the collection, storage and viewing of many of the representations and certifications required by the Federal Acquisition Regulations (FAR) and previously found in Section K. Vendors should go to <http://orca.bpn.gov/> to complete the requirements of Section K of the solicitation. However, all FAR and ED clauses NOT in ORCA should still be completed.

The offeror makes the following Representations and Certifications as part of its proposal (check or complete all appropriate boxes or blanks on the following pages).

\_\_\_\_\_  
(Name of Offeror)

\_\_\_\_\_  
(RFP No.)

\_\_\_\_\_  
(Signature of  
Authorized Individual)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(TYPED NAME OF AUTHORIZED INDIVIDUAL)

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

The Representations and Certifications must be executed by an individual authorized to bind the offeror.

K. 2 310-10 GENERAL FINANCIAL AND ORGANIZATIONAL INFORMATION (APRIL 1984)

Offerors or quoters are requested to provide information regarding the following items in sufficient detail to allow a full and complete business evaluation. If the question indicated is not applicable or the answer is none, it should be annotated. If the offeror has previously submitted the information, it should certify the validity of that data currently on file at ED or

update all outdated information on file.

(A) Contractor's Name: \_\_\_\_\_

(B) Address (If financial records are maintained at some other location, show the address of the place where the records are kept):  
\_\_\_\_\_  
\_\_\_\_\_

(C) Telephone Number: \_\_\_\_\_

(D) Individual(s) to contact re this proposal: \_\_\_\_\_  
\_\_\_\_\_

(E) Cognizant Government:  
Audit Agency: \_\_\_\_\_  
Address: \_\_\_\_\_  
Auditor: \_\_\_\_\_

(F) (1) Work Distribution for the Last Completed Fiscal Accounting Period:  
Sales:  
Government cost-reimbursement type prime contracts and subcontracts: \$ \_\_\_\_\_  
Government fixed-price prime contracts and subcontracts: \$ \_\_\_\_\_  
Commercial Sales: \$ \_\_\_\_\_  
Total Sales: \$ \_\_\_\_\_  
(2) Total Sales for first and second fiscal years immediately preceding last completed fiscal year.  
Total Sales for First Preceding Fiscal Year \$ \_\_\_\_\_  
Total Sales for Second Preceding Fiscal Year \$ \_\_\_\_\_  
(G) Is company an ED rate entity or division?

\_\_\_\_\_  
If a division or subsidiary corporation, name parent company:

(H) Date Company Organized: \_\_\_\_\_

(I) Manpower:  
Total Employees: \_\_\_\_\_  
Direct: \_\_\_\_\_  
Indirect: \_\_\_\_\_  
Standard Work Week (Hours): \_\_\_\_\_

(J) Commercial Products: \_\_\_\_\_  
\_\_\_\_\_

(K) Attach a current organizational chart of the company.

(L) Description of Contractor's system of estimating and accumulating costs under Government contracts. (Check appropriate blocks.)

	Estimated/ Actual Cost	Standard Cost
Estimating System		
Job Order	_____	_____
Process	_____	_____
Accumulating System		
Job Order	_____	_____
Process	_____	_____

Has your cost estimating system been approved by any Government agency? Yes \_\_\_\_\_ No \_\_\_\_\_  
If yes, give name and location of agency: \_\_\_\_\_

\_\_\_\_\_  
Has your cost accumulation system been approved by any Government agency? Yes \_\_\_\_\_ No \_\_\_\_\_  
If yes, give name and address of agency: \_\_\_\_\_

(M) What is your fiscal year period?  
(Give month-to-month dates):

\_\_\_\_\_  
What were the indirect cost rates for your last completed fiscal year?

Fiscal Year	Indirect Cost Rate	Basis Allocation
Fringe Benefits	_____	_____
Overhead	_____	_____
G&A Expense	_____	_____

- Other \_\_\_\_\_
- (N) Have the proposed indirect cost rate(s) been evaluated and \_\_\_\_\_  
 accepted by any Government agency? Yes \_\_\_\_\_ No \_\_\_\_\_  
 If yes, name and location of the Government agency: \_\_\_\_\_  
 Date of last pre-award audit review by a Government agency: \_\_\_\_\_  
 (If the answer is no, data supporting the proposed rates  
 must accompany the cost or price proposal. A breakdown of  
 the items comprising overhead and G&A must be furnished.)
- (O) Cost estimating is performed by:  
 Accounting Department: \_\_\_\_\_  
 Contracting Department: \_\_\_\_\_  
 Other (describe) \_\_\_\_\_
- (P) Has system of control of Government property been approved  
 by a Government agency? Yes \_\_\_\_\_ No \_\_\_\_\_  
 If yes, name and location of the Government agency: \_\_\_\_\_
- (Q) Purchasing Procedures:  
 Are purchasing procedures written? Yes \_\_\_\_\_ No \_\_\_\_\_  
 Has your purchasing system been approved by a Government  
 agency? Yes \_\_\_\_\_ No \_\_\_\_\_  
 If yes, name and location of the Government agency: \_\_\_\_\_
- (R) Does your firm have an established written incentive  
 compensation or bonus plan? Yes \_\_\_\_\_ No \_\_\_\_\_

K. 3 310-16 POST EMPLOYMENT CONFLICT OF INTEREST (MARCH 1985)

The contractor certifies that in developing a proposal in response to the solicitation for this contract, it has not utilized the services of any former Education Department (ED) employee who, while working for the Government, participated personally and substantially in, or was officially responsible for, the development or drafting of the solicitation for this contract. The contractor further certifies that it did not utilize the services of such an ED employee in assisting or representing the offeror at negotiations for this contract.

K. 4 310-6 DUPLICATION OF COST (MARCH 1985)

The offeror represents and certifies that any charges contemplated and included in its estimate of cost for performance are not duplicative of any charges against any other Government contract, subcontract, or other Government source.

K. 5 310-9 APPROVAL OF ACCOUNTING SYSTEM (MARCH 1985)

The offer [ ] does, [ ] does not, have an approved accounting system for purposes of cost reimbursement under this requirement. If so, specify the approving government audit agency or office and the date of approval.

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

(Date)

K. 6 52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (APR 2008)



(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS number or "DUNS+4" that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same concern.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) Via the Internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror of a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business name.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and Zip Code.

(iv) Company mailing address, city, state and Zip Code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(End of Provision)

#### K. 7 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

(a) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

(End of Clause)

#### K. 8 52.223-6 DRUG-FREE WORKPLACE (MAY 2001)

(a) "Definitions." As used in this clause--

"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract where employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

"Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

(b) The Contractor, if other than an individual, shall- within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration), or as soon as possible for contracts of less than 30 days performance duration--

(1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace

and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establish an ongoing drug-free awareness program to inform such employees about--

- (i) The dangers of drug abuse in the workplace;
- (ii) The Contractor's policy of maintaining a drug-free workplace;
- (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3) Provide all employees engaged in performance of the contract with a copy of the statement required by paragraph (b)(1) of this clause;

(4) Notify such employees in writing in the statement required by paragraph (b)(1) of this clause that, as a condition of continued employment on this contract, the employee will--

- (i) Abide by the terms of the statement; and
- (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction;

(5) Notify the Contracting Officer in writing within 10 days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;

(6) Within 30 days after receiving notice under subdivision (b)(4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

- (i) Taking appropriate personnel action against such employee, up to and including termination; or
- (ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

(7) Make a good faith effort to maintain a drug-free workplace through implementation of paragraphs (b)(1) through (b)(6) of this clause.

(c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.

(d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraph (b) or (c) of this clause may, pursuant to FAR 23.506, render the Contractor subject to suspension of contract payments, termination of the contract or default, and suspension or debarment.

(End of Clause)

#### K. 9 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (JUN 2000)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

##### I. Disclosure Statement-Cost Accounting Practices and Certification

(a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

☐ (1) "Certificate of Concurrent Submission of Disclosure Statement." The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

- (i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and

- (ii) One copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: \_\_\_\_\_

Name and Address of Cognizant ACO or Federal Official Where Filed: \_\_\_\_\_

The offeror further certifies that the practices used in estimating costs in pricing this proposal

are consistent with the cost accounting practices disclosed in the Disclosure Statement.

/\_/ (2) "Certificate of Previously Submitted Disclosure Statement." The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: \_\_\_\_\_

Name and Address of Cognizant ACO or Federal Official \_\_\_\_\_

Where Filed: \_\_\_\_\_

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

/\_/ (3) "Certificate of Monetary Exemption." The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

/\_/ (4) "Certificate of Interim Exemption." The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under paragraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

#### II. Cost Accounting Standards-Eligibility for Modified Contract Coverage

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

/\_/ The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

#### III. Additional Cost Accounting Standards Applicable to Existing Contracts

The offeror shall indicate below whether award of the contemplated contract would, in accordance with paragraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts. /\_/ yes /\_/ no

(End of Provision)

#### K. 10 52.234-2 NOTICE OF EARNED VALUE MANAGEMENT SYSTEM--PRE-AWARD IBR (JUL 2006)

(a) The offeror shall provide documentation that the Cognizant Federal Agency has determined that the proposed earned value management system (EVMS) complies with the EVMS guidelines in ANSI/EIA Standard - 748 (current version at time of solicitation).

(b) If the offeror proposes to use a system that has not been determined to be in compliance with the requirements of paragraph (a) of this provision, the offeror shall submit a comprehensive plan for compliance with the EVMS guidelines.

(1) The plan shall--

(i) Describe the EVMS the offeror intends to use in performance of the contracts;

(ii) Distinguish between the offeror's existing management system and modifications proposed to meet the guidelines;

(iii) Describe the management system and its application in terms of the EVMS guidelines;

(iv) Describe the proposed procedure for administration of the guidelines, as applied to subcontractors; and

(v) Provide documentation describing the process and results of any third-party or self-evaluation of the system's compliance with the EVMS guidelines.

(2) The offeror shall provide information and assistance as required by the Contracting Officer to support review of the plan.

(3) The Government will review and approve the offeror's plan for an EVMS before contract award.

(4) The offeror's EVMS plan must provide milestones that indicate when the offeror anticipates that the EVM system will be compliant with the ANSI/EIA Standard - 748 guidelines.

(c) Offerors shall identify the major subcontractors, or major subcontracted effort if major subcontractors have not been selected subject to the guidelines. The prime Contractor and the Government shall agree to subcontractors selected for application of the EVMS guidelines.

(d) The Government will conduct an Integrated Baseline Review (IBR), as designated by the agency, prior to contract award. The objective of the IBR is for the Government and the Contractor to jointly assess technical areas, such as the Contractor's planning, to ensure complete coverage of the contract requirements, logical scheduling of the work activities, adequate resources, methodologies for earned value (budgeted cost for work performed (BCWP)), and identification of inherent risks.  
(End of provision)

K. 11 52.234-3 NOTICE OF EARNED VALUE MANAGEMENT SYSTEM--POST AWARD IBR (JUL 2006)

(a) The offeror shall provide documentation that the Cognizant Federal Agency has determined that the proposed earned value management system (EVMS) complies with the EVMS guidelines in ANSI/EIA Standard - 748 (current version at time of solicitation).

(b) If the offeror proposes to use a system that has not been determined to be in compliance with the requirements of paragraph (a) of this provision, the offeror shall submit a comprehensive plan for compliance with the EVMS guidelines.

(1) The plan shall--

(i) Describe the EVMS the offeror intends to use in performance of the contracts;

(ii) Distinguish between the offeror's existing management system and modifications proposed to meet the guidelines;

(iii) Describe the management system and its application in terms of the EVMS guidelines;

(iv) Describe the proposed procedure for administration of the guidelines, as applied to subcontractors; and

(v) Provide documentation describing the process and results of any third-party or self-evaluation of the system's compliance with the EVMS guidelines.

(2) The offeror shall provide information and assistance as required by the Contracting Officer to support review of the plan.

(3) The Government will review and approve the offeror's plan for an EVMS before contract award.

(4) The offeror's EVMS plan must provide milestones that indicate when the offeror anticipates that the EVMS system will be compliant with the ANSI/EIA Standard -748 guidelines.

(c) Offerors shall identify the major subcontractors, or major subcontracted effort if major subcontractors have not been selected, planned for application of the guidelines. The prime Contractor and the Government shall agree to subcontractors selected for application of the EVMS guidelines.  
(End of provision)

**SECTION L**  
**INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**

L. 1 307-1 ORDER OF PRECEDENCE (SOLICITATION) (NOVEMBER 1986)

Any inconsistency in this solicitation shall be resolved by giving

precedence in the following order:

- (a) the Schedule (excluding the work statement or specification),
- (b) representations and other instructions,
- (c) contract clauses (Section I)
- (d) any incorporated documents, exhibits, or attachments, excluding the work statement or specifications, and
- (e) work statement or specifications.

L. 2 307-11 COST ACCOUNTING STANDARDS APPLICATION (JUNE 1992)

The contract clause entitled "Cost Accounting Standards" shall apply to any resulting contract, except as exempted under Section 9903.201-1(b) of 48 CFR (CAS) Chapter 99 or when the contract is eligible for modified coverage under Section 9903.201-2(b) of the same Regulation.

The clause entitled "Disclosure and Consistency of Cost Accounting Practices" shall apply in the latter case.

L. 3 311-17 ADDITIONAL INSTRUCTION FOR PROPOSAL FOR

ADP SECURITY COMPLIANCE (FEBRUARY 1988)

Potential offerors are directed to the security requirements under the

clause entitled "Information Technology System Security

Requirements", ED 307-13. Technical proposals must include a separately

detailed plan for meeting these requirements, including any necessary

subcontract applications. Submission of these plans shall serve as

certifications of the offerors' full intent for compliance.

L. 4 311-2a GENERAL INSTRUCTIONS (MAY 2008)

The following instructions establish the acceptable minimum requirements for the format and content of proposals: Your special attention is directed to the requirements for technical and business proposals and past performance report to be submitted in accordance with these instructions. Any resultant contract shall include the general provisions applicable to the selected offeror's organization and type of contract awarded. Copies of general provisions may be obtained by contacting the Contracting Officer. Any additional clauses required by public law, executive order, or acquisition regulations, in effect at the time of execution of the proposed contract, will be included. The proposal must be prepared in three parts: A "Technical Proposal," "Business Proposal," and a "Past Performance Report." Each of the parts shall be separate and complete in itself so that evaluation of one may be accomplished independently of evaluation of the other. The technical proposal must not contain reference to cost; however, resource information, such as data concerning labor hours and categories, materials, subcontracts, etc., must be contained in the technical proposal so that your understanding of the scope of the work may be evaluated. It must disclose your technical approach in sufficient detail to provide a clear and concise presentation that includes, but is not limited to, the requirements of the technical proposal instructions. The proposal must be signed by an official authorized to bind your organization. You must submit an original and copies of your technical proposal and an original and three (3) copies of your business proposal and an original and one copy of your past performance report to: U.S. Department of Education Contracts and Acquisitions Management 550 12th Street, SW, 7th Floor Room 7127, Washington, DC 20202- 4230 Hand-carried proposals must be delivered by entering the building and stopping at the Guard's Desk. Offerors are directed to call William Spitzgo (202-245-6497), the Contracts and Acquisitions Management Procurement Technician responsible for receiving proposals. (If no answer is received at this number please call the number listed under clause 311-6). Offerors should indicate the RFP number for which they are submitting a proposal and should have proper identification. Offerors will be required to sign in and be escorted to Contracts and Acquisitions Management, where the proposal will be officially received. Offerors should consider this delay in meeting the time specified for proposal receipt. The Government will evaluate proposals in accordance with the evaluation criteria set forth in Section M (if applicable) of this request for proposals. Offerors are encouraged to submit proposals on recycled paper with a high post-consumer waste content. It is understood that your proposal will become part of the official contract file. The RFP does not commit the Government to pay any cost for the preparation and submission of a proposal. In addition, the Contracting Officer is the only individual who can legally commit the Government to the expenditure of public funds in connection with this proposed acquisition. To assist you in the preparation of your proposal, the Government has estimated the effort to perform

this contract. The estimated level of effort is 39,600 hours (base period); 158,400 hours (base period plus 3 option periods). These numbers are furnished for the offeror's information only and are not considered restrictive for proposal purposes.

#### L. 5 311-3 TECHNICAL PROPOSAL INSTRUCTIONS (MARCH 1986)

Proposals which merely offer to conduct a program in accordance with the requirements of the Government's scope of work will not be eligible for award. You must submit an explanation of the proposed technical approach in conjunction with the tasks to be performed in achieving the project objectives. A detailed work plan must be submitted indicating how each aspect of the statement of work is to be accomplished. Your technical approach should be in as much detail as you consider necessary to fully explain your proposed technical approach or method. The technical proposal should reflect a clear understanding of the nature of the work being undertaken. The technical proposal must include information on how the project is to be organized, staffed, and managed. Information should be provided which will demonstrate your understanding and management of important events or tasks. You must explain how the management and coordination of consultant and/or subcontractor efforts will be accomplished. The technical proposal must include a list of names and proposed duties of the professional personnel, consultants, and key subcontractor employees assigned to the project. Their resumes should be included and should contain information on education, background, recent experience, and specific requirement related or technical accomplishments. The approximate percentage of time each individual will be available for this project must be included. The proposed staff hours for each of the above individuals should be allocated against each task or subtask for the project. The technical proposal must provide the general background, experience, and qualifications of the organization. Similar or related contracts, subcontracts, or grants should be included and contain the name of the customer, contract or grant number, dollar amount, time of performance, and the names and telephone numbers of the project officer and contracting/grants officer. The technical proposal must contain a discussion of present or proposed facilities and equipment which will be used in the performance of the contract. The technical proposal must be prepared and submitted in the following format: Instructions for Proposal Development

In addition to the proposal requirements specified, the following requirements also apply. The technical proposal must describe the offeror's plans to accomplish each task producing each deliverable. Cost figures are to be restricted to the business proposal.

The contract will cover the 18 month base period with the three 18-month option periods. Offerors shall prepare separate technical and cost proposals according to the specifications provided in the RFP.

#### Organization of technical proposal

The technical proposal shall contain the following sections:

##### 1. Table of contents

2. Introduction - This section shall present the offeror's conceptualization of the purposes, products, and methodologies of the study. This section should also include a short summary of the offeror's qualifications and strengths relevant to the study.

3. Work statement - The offeror shall organize by task and subtask descriptions of the work to be performed and the methods to be used. Each task should be presented under separate heading with the same numerical designations and order as presented in this RFP. This section should also include a discussion of anticipated problems and proposed means for overcoming them.

In view of the specificity with which this work statement outlines some of the deliverables, it is expected that offerors may find more opportunity in some tasks than in others for conceptual, technical, and procedural innovation. Where deemed appropriate by the offeror, a proposal for a task or subtask may be a detailed amplification as to how the tasks or subtasks will be implemented. Any variations on the specifications for deliverables defined in this RFP must be accompanied by a technical and/or management rationale, and a separate rate statement if the variation affects the cost of implementing the study. Alternative proposals will be adopted if overall performance would be improved and if they are in the best interests of the government. Alternative proposals that deviate from any requirements of this RFP shall be clearly identified (see section for alternate proposals).

4. Management, staffing, and scheduling - Offerors shall provide an effective management plan for the work. The management plan must enable the implementation of inter-related tasks on schedule and within parameters of the best and final cost proposal. Proposals in response to this procurement should demonstrate a clear understanding of the complexity of the tasks and present an effective management system. Offerors shall clearly demonstrate an understanding of how they will handle overlapping tasks, workload, and staff. Offerors shall list the key personnel proposed, their proposed responsibilities, their proposed level of effort in hours for each task; the total percentage of time each key personnel is committed to the project, AND other contractual obligations for each during the course of this award. Offerors shall also demonstrate knowledge of Earned Value Project Management techniques and formulas.

An organizational chart shall be provided which indicates all personnel (key personnel should be so indicated), their time commitments to each task, and the proposed lines of responsibility and authority, coordination, and communication within the offering organization and with subcontractors (if any), with consultants, and with NCES.

In addition to the manpower loading table, the offeror should submit both a schedule for task activities and for the delivery of products, and charts (e.g., GANTT charts) showing activities plotted on a time scale.

5. Qualifications and availability of project personnel - For all individuals who have a significant time commitment (except clerical staff), 2-page resumes should be provided showing each person's professional background, including specializations and degrees held and relevant professional experience. These resumes should also indicate reference contacts (including addresses and phone numbers for both Federal and non-federal COTRs). A chart shall also be submitted showing all major personnel and their expertise and experience relevant to the study. Include only individuals who have a significant time commitment on relevant tasks.

The offeror shall provide staff that have technical expertise, knowledge, and experience all areas related to this study. These areas include: educational research, survey methodology, complex statistics and sampling methodologies, imputation methodologies, the implementation of web-based data collection systems, postsecondary education, and gaining cooperation from a large and diverse groups of postsecondary institutional staff. Key personnel assigned to this project must have successful experience in: 1) studies of postsecondary education institutions, 2) studies that address policy issues within postsecondary education, and 3) studies that produced ED Tabs or similar deliverables.

The project director (PD) shall have experience in managing and conducting large surveys. The PD shall be a good problem solver, communicator, and team builder. The PD shall be capable of identifying problems early or anticipating them before they occur. Because of the nature of this project, the project director should either personally have or be closely assisted by someone who has expertise in the use of PC's and web-based data collections. If such a management team is proposed, there should be clear lines of authority and responsibility. Further, the offeror shall provide evidence that the management team has worked well together in the past. The project director (together with the technical director if a management team approach is proposed) shall have full-time commitment to the project and be prepared to maintain this commitment over the critical stages of the project.

Time commitments for all project staff shall be provided in the proposal, expressed in person hours, separately by task and for the entire project. For key staff, percent of time committed to other projects shall also be included. Time commitments for subcontractor staff (if applicable) shall be included as above and shall clearly indicate corporate affiliation.

Other key staff shall be persons with a substantial commitment to the project. The competencies of these persons should compliment those of the project director. These individuals should be experienced in working as part of a project team. They shall be people with demonstrated ability to meet deadlines and produce high quality products within budget.

6. Corporate experience - This section should describe the offeror's relevant past and current experience in conducting studies of a similar comparable nature. Brief summaries of such work should be submitted, including the names, current affiliations, and current telephone numbers of project directors. All similar federal contracts should be included. (Overlap between those names included with project personnel is acceptable).

The offeror should be able to show demonstrated ability to conduct studies at the level and complexity required by this contract. The corporation must possess functional expertise in the following areas:

- a. The design and use of national census surveys of postsecondary education institutions;
- b. The conduct of large web-based data collections;
- c. The processing, maintenance, and control of large data bases;
- d. The development and implementation of confidentiality systems;
- e. The development of data files that can be used to merge information from multiple data sets;
- f. The development of clear and complete documentation for data files;
- g. Imputation procedures for missing data by multiple methods; and
- h. Preparation of materials that meet NCES standards.

In addition, the firm undertaking the work must have performed well on other projects of similar size and scope. The firm must be able to demonstrate: low turnover of key staff, high quality control standards, adherence to budget limitations, responsiveness to the government contract specialist and the NCES COR, and timeliness and acceptability of project deliverables. The ability to meet deadlines and produce high quality products within budget is of utmost importance.

#### L. 6 311-4a BUSINESS PROPOSAL INSTRUCTIONS (AUG 2007)

The offeror(s) business proposal must contain the following information. This RFP may contain additional RFP-specific business proposal instructions elsewhere in Section L or in Section J. A. Standard Form 33, "Solicitation, Offer and Award", the Special Provision article entitled "Contract Administrator," and "Representations, Certifications, and Other Statements of Offerors or Quoters of Section K" must be properly filled out and signed by an official authorized to bind the offeror. Your proposal must stipulate that it is predicated upon all the terms and conditions of this RFP. B. The information, if any, required by the provision FAR 52.215-20, "Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data, Alternative IV" as incorporated in Section L of this solicitation. C. Property and equipment - It is ED policy that contractors provide all equipment and

facilities necessary for performance of contracts; however, in some instances, an exception may be granted to furnish Government-owned property or to authorize purchase with contract funds. If additional equipment must be acquired, you must include in your proposal the description and estimated cost of each item, and whether you propose to acquire the item with your own funds. The description shall include the following elements for individual items which will exceed \$1,000 in cost: (1) A brief statement of function; (2) manufacturer and manufacturer's brand name, model or part number; and (3) vendor and its proposed price. You must identify all Government-owned property in your possession and all property acquired from Federal funds, to which you have title, that is proposed to be used in the performance of the prospective contract. D. Other Administrative Details: (1) The proposal shall list the names and telephone numbers of persons authorized to conduct negotiations. (2) Block 12 of Standard Form 33 must contain a Statement to the effect that your offer is firm for a period of at least 120 days. Enter number of calendar days offer is firm for calendar days from the date of receipt of offers specified by the Government. E. Responsibility of Prospective Contractor - In order for an offeror to receive a contract, the contracting officer must first make an affirmative determination that the prospective contractor is responsible in accordance with the provisions of FAR 9.104. To assist the contracting officer in this regard, the offeror shall supply sufficient categorical descriptions and statements to establish the following: (1) The offeror's financial capability; including detail for the accounting system and controls employed by the offeror; (2) the offeror's capability to meet delivery or performance schedules; (3) the offeror's record of past performance, including a listing of references with contract and grant numbers and the addresses and phone numbers of those with whom the offeror has most recently conducted business. (4) the offeror's record of business integrity; (5) the offeror's possession of necessary organizational experience, technical skills or the ability to obtain them; (6) the offeror's possession of necessary facilities; or the ability to obtain them; (7) the offeror's compliance with subcontract requirements; and (8) any other special considerations involved in the acquisition. F. Conflict of Interest Plan - The Offeror shall submit a Conflict of Interest Plan, providing details on its policies and procedures to identify and avoid potential organizational or personal conflicts of interest (or apparent conflicts of interest). The Plan should also address procedures taken to neutralize or mitigate such conflicts, if they have not been or cannot be avoided. The Plan should indicate that such policies and procedures are operative throughout the period of performance of the contract or task order. The policies should address, at a minimum, gifts, outside activities financial interests, or other significant connections or identifications that would establish, or give the appearance of establishing, a conflict of interest. A method for periodically reviewing financial interests of employees, subcontractors and consultants, and their immediate families, in order to assess actual or apparent conflicts of interest should be included in the plan. In this clause, the term "potential conflict" means reasonably foreseeable conflict of interest. The thoroughness, completeness and effectiveness of the Plan shall be evaluated as part of the Offeror's overall proposal. The Plan will be incorporated into the contract or task order awarded to the successful Offeror. NOTE: THESE DESCRIPTIONS AND STATEMENTS SHOULD ALSO BE INCORPORATED IN THE TECHNICAL PROPOSAL, AS CONDUCTIVE OF SEPARATE EXAMINATION BY THE TECHNICAL EVALUATORS DURING THE PROCESS OF TECHNICAL EVALUATION.

L. 7 311-5 FORMS CLEARANCE PROCESS (MARCH 1986)

Reference is made to the General Provision entitled "Paperwork Reduction Act." If the contractor has proposed the use of any plan, questionnaire, interview guide or other similar device which calls either for answers to identical questions from ten or more persons other than Federal employees or information from Federal employees which is outside the scope of their employment, any of which is to be used by the Federal Government or disclosed to third parties, clearances from the Deputy Under Secretary for Management or his/her delegate within the Department of Education and the Office of Management and Budget shall first be obtained. Those should be expected to take at least 120 days together. Offerors' proposals shall accordingly reflect that 120 day period in proposal timelines if the Paperwork Reduction Act is applicable.

L. 8 311-6 CLARIFICATION QUESTIONS (APRIL 1998)

Offerors must submit all clarification questions concerning this solicitation in writing to the contract specialist. Questions may be submitted via E-Mail, fax or regular mail to:



Lenox Coles (Contact information is on Block 10 of the solicitation cover page.) ED will accept clarification questions until January 21, 2009 . After this date ED does not guarantee that a response will be given.

Oral explanations or instructions given by the Government before the award of the contract(s) shall not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment to the solicitation, if that information is necessary in submitting offers or if a lack of it would be prejudicial to any other prospective offerors.

L. 9 311-7 PROVISION FOR EVALUATION FACTOR AMENDMENTS (MARCH 1986)

It is hereby provided that the evaluation factors for award under Section M herein shall not be modified except by a formal amendment to this solicitation and that no factors other than those set forth in that section shall be used in the evaluation of the technical proposals.

L. 10 311-9 COMMENTS ON SMALL BUSINESS REGULATORY ENFORCEMENT(JUNE 1998)

Small Business Comments are Important:

The Small Business and Agriculture Regulatory Enforcement Ombudsman and 10 Regional Fairness Boards were established to receive comments from small businesses about federal agency enforcement actions. The Ombudsman will annually evaluate the enforcement activities and rate each agency's responsiveness to small business. If you wish to comment on the enforcement actions of the U.S. Department of Education, call 1-888-REG-FAIR (1-888-734-3247).

L. 11 314-1 PAST PERFORMANCE REPORT (MAR 1996)

Each offeror shall submit the following information as a separately bound part of its proposal for both the offeror and proposed major subcontractors. Major, as defined here and in the remainder of sections L and M regarding past performance, is any subcontractor that is subcontracted for a minimum of 25% of the total contract amount. Each major subcontractor shall identify the name of the prime contractor on each of its past performance forms. If the offeror has no relevant corporate or organizational past performance, the offeror may substitute past performance of a predecessor company or of the offeror's management or proposed key personnel who have relevant experience.

A. Each offeror shall submit information about its most recent four contracts, completed in the last three years or currently in process, which are of similar size, scope, complexity or, in any way, are

relevant to the effort required by this solicitation. If the offeror's last four similar contracts are all currently in process, submit the last three similar contracts currently in process, and the most recent similar contract completed within the last three years. Contracts listed may include those entered into by the Federal Government, agencies of State and local governments and commercial customers. Contracts with the parent or an affiliate of the offeror may not be used.

Include the following information for each contract and subcontract:

1. Identification
    - a. Name of the contracting activity
    - b. Program title or product name
    - c. Contract number
    - d. Contract type
    - e. Period of performance, including all option periods
    - f. Contract Value:
      - (1) Initial projected total contract amount including all option periods
      - (2) Final or current projected total contract amount including all option periods
    - g. Points of Contact
      - (1) Contracting officer and telephone and fax number and e-mail address (if known)
      - (2) Administrative contracting officer, if different from above, and telephone and fax number and e-mail address (if known)
      - (3) Program manager, COTR or technical officer and telephone and fax number and e-mail address (if known)
  2. Work performed and relevance
    - a. Brief synopsis of work performed
    - b. Brief discussion of how the work performed is relevant to the statement of work in this solicitation
    - c. Brief, specific examples of the offeror's high quality performance
  3. If any of the listed contracts are award-fee or incentive contracts, include a table showing fees awarded and the minimum and maximum available fee for each period.
  4. Paragraph E. below requires you to send a copy of the "Contractor Information Form" to each of your references. In your past performance report, include:
    - a. The date you sent the "Contractor Information Form" to each reference.
    - b. How you sent it (e.g., fax, mail, express delivery service, courier, e-mail, etc.).
    - c. To whom you sent it including telephone and fax number and e-mail address (if known).
- B. The offeror may provide information on problems encountered on the contracts and subcontracts identified in A above and corrective actions taken to resolve those problems. Other than the information requested in A above, offerors should not provide general information on their performance on the identified contracts. General performance information will be obtained from the references.
- C. Offerors should understand the difference between experience and past performance. Experience reflects the offeror's capability of performing a requirement. Past performance reflects how well it has performed similar requirements. In assessing past performance, the quality of the offeror's past performance is of primary significance, not the quantity of previous contracts performed. An offeror's experience will be evaluated in the technical proposal. For further guidance on including information on experience or how experience will be evaluated refer to the technical proposal instructions and evaluation criteria.
- D. The offeror may describe any quality awards or certifications that indicate the offeror possesses a high-quality process for developing and producing the product or service required. Such awards or certifications include, for example, the Malcolm Baldrige Quality Award, other government quality awards, and private sector awards or certifications (e.g., the automobile industry's QS 9000, Sematech's SSQA, or ANSI/EIA-599).
- Identify which segment of the company (one division or the entire company) received the award or certification. Describe when the award or certification was bestowed. If the award or certification is over three years old, present evidence that the qualifications still apply. Information about awards will be considered in evaluation of each of the past performance subfactors described in Section M. The offeror may describe how the award relates to one or more of the subfactors.

E. No later than the date proposals are due under this solicitation (see Block 9 of Standard Form 33), send a copy to each of your four references of the "Contractor Performance Information" form attached to this solicitation. Ask each reference to complete the form and return it to the contracting officer as prescribed on the form. Completed forms from references are due 10 calendar days after the date proposals are due under this solicitation. Request that the reference please return the completed form to the contracting officer by this date. Do not ask the reference to give you a copy of the completed form or any information therefrom. Beyond that initial request, you do not need to follow up with the reference; the contracting officer will contact the reference if necessary.

F. Each offeror will be evaluated on its performance under existing and prior contracts for similar products or services. Performance information will be used for both responsibility determinations and as an evaluation factor against which offerors' relative rankings will be compared to assure best value to the government. The government will focus on information that demonstrates quality of performance relative to the size and complexity of the procurement under consideration. The "Contractor Performance Information" form identified in Section J will be used to collect this information. References other than those identified by the offeror may be contacted by the Government with the information received in the evaluation of the offeror's past performance.

L. 12 52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (APR 2008)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS number or "DUNS+4" that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same concern.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) Via the Internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror to a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business name.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and Zip Code.

(iv) Company mailing address, city, state and Zip Code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(End of Provision)

L. 13 52.215-20 IV REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST PRICING DATA (OCT 1997)--ALTERNATE IV (OCT 1997)

(a) Submission of cost or pricing data is not required.

(b) Provide information described below:

As part of its business proposal, the offeror shall submit information to help the contracting officer determine the reasonableness of the proposed price and assess cost realism. The offeror should include at least the following information:

The estimated cost and fee (if any) for the base contract period and for any option periods;

Salaries of proposed key personnel;

Number of hours proposed for key personnel;

Indirect cost rates used in preparing the cost proposal;

Any property or equipment costing over \$1,000 proposed for purchase; and

Significant assumptions used, such as inflation rates for

subsequent years.

The offeror may use the format indicated in Table 15-2 of 15.408 or its own format for this information. The offeror may include other information to show that the offeror can complete the work at the proposed price.

The contracting officer reserves the right to require cost or pricing data if the contracting officer subsequently determines that none of the exceptions under FAR 15.403-1 apply and that the contract amount exceeds the threshold at FAR 15.403-4(a)(1).

L. 14 52.222-24 PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION (FEB 1999)

If a contract in the amount of \$10 million or more will result from this solicitation, the prospective Contractor and its known first-tier subcontractors with anticipated subcontracts of \$10 million or more shall be subject to a preaward compliance evaluation by the Office of Federal Contract Compliance Programs (OFCCP), unless, within the preceding 24 months, OFCCP has conducted an evaluation and found the prospective Contractor and subcontractors to be in compliance with Executive Order 11246.

(End of Provision)

L. 15 52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from the Contracting Officer.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of Provision)

L. 16 ADDITIONAL COST PROPOSAL INSTRUCTIONS

The offeror shall repeat the staffing plan included in the technical proposal, in the cost proposal. Using a comparable format, show the dollar cost by task for each key person or labor category. Each 18-month data collection cycle (each collection cycle includes fall, winter and spring) shall be priced separately. Cost estimates should be provided for individual tasks as well as for the full data collection for the 2009-2010 cycle, and for each optional data collection cycle (2010-2011; 2011-2012; 2012-2013), and each should contain breakdowns of direct charges for labor, materials, supplies and all other major budget items. An itemized budget is required, including documentation of overhead costs, indirect rate agreements and subcontractor costs. Details for subcontract costs should be itemized separately and provide a breakout of all major costs elements. All indirect costs rates shall be clearly specified for the offeror and any proposed subcontractors.

The Department recommends a base fee of 1% and an award fee of 5% for this procurement.

The NAICS codes which are applicable to this procurement are: 923110, 541511, and 611710

Small Business Participation

All large businesses are required to submit a subcontracting plan for substantive work to be awarded to small businesses, and may include small disadvantaged businesses, woman-owned small businesses, HUBZone Small Businesses or Service-Disabled Veteran-Owned Small Businesses. Substantive work includes actual work under a particular task that is part of the contract, other than courier services, office supplies or travel services. US Department of Education has set the departmental goal for small business subcontracting participation in all ED contracting opportunities to be 37.5% of total cost/price. Offerors shall discuss, in detail, specific work that will be subcontracted to small businesses throughout the period of performance, and what strengths/ areas of expertise the proposed small businesses bring to the offer.

A separate subcontracting plan shall be submitted for each proposed subcontractor by task. A cumulative subcontracting plan shall be submitted for the contract. The plan shall indicate the following:

- a) The name of the sub-contractor and type
- b) The percentage from the total budget to be subcontracted.
- c) The task/sub-task to be accomplished by the sub-contractor.

The following is provided for information purposes only: The U.S. Department of Education (ED)

negotiated with the U.S. Small Business Administration to develop annual small business procurement goals: ED's small business subcontracting goals for Fiscal Year 2009 are as follows: Small Business 37.5%; Small Disadvantage Business 5%, Woman-Owned Small Business 5%, HUBZone Small Business 3% and Service-Disabled Veteran-Owned Small Business 3%.

To further demonstrate the Department's aim to increase small business participation, the QASP will contain award fee associated with the subcontracting plan.

L. 17 311-1 TYPE OF CONTRACT (MARCH 1986)

The Government contemplates award of a cost reimbursement plus award fee type contract from this solicitation.

## SECTION M EVALUATION FACTORS FOR AWARD

### M. 1 52.217-5 EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of Provision)

### M. 2 312-2 EVALUATION FACTORS FOR AWARD (MAY 2004)

(A) The Government will make award to the responsible offeror(s) whose offer conforms to the solicitation, has no deficiencies (as defined in FAR 15.001) and is most advantageous to the Government, cost or price and other factors considered. For this solicitation, price will be a substantial factor in source selection, however quality factors (including technical merit and past performance), considered together, are significantly more important than cost or price. The contracting officer will determine whether the difference in quality is worth the difference in cost or price.

#### (B) Past Performance

1. Each offeror's past performance will be evaluated based on the subfactors below. The past performance rating will be combined with the technical rating at a ratio of 36% past performance to technical to produce a combined quality rating. The relative importance of combined quality factors to cost or price is described in paragraph (A).
2. Past performance subfactors:
  - a. Quality of Product or Service - compliance with contract requirements - accuracy of reports - appropriateness of personnel - technical excellence.
  - b. Problem Resolution - anticipates and avoids or mitigates problems - satisfactorily overcomes or resolves problems - prompt notification of problems - pro-active - effective contractor-recommended solutions.
  - c. Cost Control - within budget - current, accurate and complete billings - costs properly allocated - unallowable costs not billed - relationship of negotiated costs to actual - cost efficiencies.
  - d. Timeliness of Performance - meets interim milestones - reliable - stays on schedule despite problems - responsive to technical direction - completes on time, including wrap-up and contract administration - no liquidated damages assessed.
  - e. Business Relations - effective management - use of performance-based management techniques - business-like concern for the customer's interests - effective management and selection of subcontractors - effective small/small disadvantaged business subcontracting program - reasonable/cooperative behavior - effective use of technology in management and communication - flexible - minimal staff turnover - maintains high employee morale - resolves disagreements without being unnecessarily litigious.
  - f. Customer Service - understands and embraces service and program goals - team approach with the customer - satisfaction of end users with the contractor's service - positive customer feedback - prompt responses - courteous interactions - effective escalations and referrals - initiative and proactive improvements - creative service strategies.

Bonus Rating--Where the offeror has demonstrated an exceptional performance level in any of the above six subfactors, the contracting officer may give additional consideration for that factor. It is expected that this rating will be used in those rare circumstances when contractor performance clearly exceeds the performance level of "excellent."

3. Past performance evaluation will be based on information obtained from the awards and references listed in the offeror's proposal, other customers known to the Government, consumer protection organizations, and others who may have useful and relevant information. Information will also be considered regarding any major subcontractors, and key personnel records. The currency and relevance of the information, source of the information, context of the data, and general trends in contractor's performance will be considered. The contracting officer will give greater consideration to information about an offeror's past performance that the contracting officer considers either more reliable or more relevant to the effort required by this solicitation.
4. Evaluation of past performance may be quite subjective, based on consideration of all relevant facts and circumstances. It will include consideration of the offeror's commitment to customer satisfaction and will include conclusions of informed judgement.
5. An offeror will be given an opportunity to discuss adverse past performance information, if the offeror has not had a previous opportunity to comment on the information. The contracting officer may review recent contracts to ensure that corrective measures raised in discussions have been implemented. Prompt corrective action in an isolated instance might not outweigh an overall negative trend.
6. If no relevant information on past performance is available for an offeror, the offeror will not be evaluated favorably or unfavorably credit.

(C) Technical Evaluation Criteria: In accordance with the technical evaluation criteria, technical solutions that exceed any mandatory minimums will be given appropriate evaluation.

Criteria for evaluation

#### FACTOR POINTS

##### 1. Quality of IPEDS Data -- 30 points

The proposal shall be rated on the expected quality of the resulting data. The expectation of quality depends upon the contractor's demonstrated understanding of the work to be performed as well as descriptions of the nature, magnitude, and details associated with the tasks. Quality also depends upon the contractor's ability to anticipate problems and propose solutions; the capabilities of the systems proposed; plans to produce high institutional response rates and low item refusal rates; and user-friendliness.

##### 2. Level of Project Monitoring (Quality Control) System -- 15 points

The proposal shall be rated on the expected quality of the project monitoring system (IMS). The expectation of quality depends upon the descriptions of components, the timeliness of information, security of the information, anticipated problems, anticipated solutions, and the degree of access to the system.

##### 3. Project Management, Organization, and Control -- 15 points

The proposal shall be rated on its discussions of the management, organization, and control of the project. Ratings will be based on the offeror's ability to propose an efficient organization of staff; clear lines of authority and responsibilities; proposed scheduling of activities for timely completion of tasks and project; and control of tasks and allocations of resources that will ensure the timely completion of deliverables within budget.

##### 4. Qualifications, Experience and Commitment of Project Staff -- 30 points

The proposal shall be rated on the qualifications, experience and time commitments of the proposed Project Director and key staff. This will include breadth and depth of experience in survey methodology; data collection; establishing and maintaining large-scale surveys, complex systems and data bases; management skills; and up-to-date technical expertise in a variety of relevant computer based hardware and software technologies, including the use of web-based survey techniques. The offeror shall document the availability of their proposed help-desk support during data collection periods and for non-collection periods for support of analysis tools.

5. Corporate Experience -- 10 points

The proposal shall be rated on the extent to which the organization has been successfully engaged in performing complex data collections. This will involve demonstrated experience in the ability to develop an efficient and effective Help Desk or similar function; the possession of, or ready access to, equipment and software to quickly and efficiently generate displays of data for corrections, simple analysis and publications; the ability to efficiently produce data bases, electronic files; demonstrated ability to produce online analysis tools that are user-friendly and demonstrated ability to deliver products on time.

POINT SUM -- 100

6. Small Business Participation -- (20 Bonus points)

Up to 20 points will be awarded by the CONTRACTING OFFICER based on the proposed use of small business concerns under this contract. All large businesses are required to submit a small business subcontracting plan for substantive work to be awarded to small businesses, and may include small disadvantaged businesses, woman-owned small businesses, HUBZone Small Businesses or Service-Disabled Veteran-Owned Small Businesses. Substantive work includes actual work under a particular task that is part of the contract, other than courier services, office supplies or travel services. Small businesses are not required to submit a subcontracting plan, and will automatically receive the 20 points.

TOTAL POINTS -- 120